

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In Re:	)	Case No. 18 B 16425
	)	
MICHELLE M. DEPERTE,	)	Chapter 13
	)	
Debtor.	)	Hon. A. Benjamin Goldgar

**OBJECTION OF SANTANDER CONSUMER USA INC., D/B/A CHRYSLER CAPITAL  
TO CONFIRMATION OF DEBTOR’S PROPOSED CHAPTER 13 PLAN**

SANTANDER CONSUMER USA INC., D/B/A CHRYSLER CAPITAL (“Santander”), a creditor herein, by its attorneys, the law firm of Sorman & Frankel, Ltd., pursuant to Sections 1325(a)(5)(B), 1325 (a)(9), and 1326(a)(1) of the Bankruptcy Code, 11 U.S.C. §§1325(a)(5)(B), 1325 (a)(9), and 1326(a)(1) (West 2018), and such other Sections and Rules as may apply, for its Objection to Confirmation of Debtor’s proposed Chapter 13 Plan, respectfully states as follows:

1. On June 8, 2018, Michelle M. Deperte (“Debtor”) filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code and proposed Chapter 13 Plan (the “Plan”), which is scheduled for a confirmation hearing on August 24, 2018.

2. Santander is a creditor of the Debtor and another individual, Don P. Brewington (“Co-Debtor”), with respect to a certain indebtedness secured by a lien upon a 2015 Dodge Ram motor vehicle bearing a Vehicle Identification Number of 1C6RR7HT3FS602416 (the “Vehicle”). (See Ex. “A”). Debtor and Co-Debtor purchased the Vehicle on April 6, 2015.

3. As set forth in the Retail Installment Contract attached as Exhibit “A”, Debtor and Co-Debtor were required to tender equal monthly payments to Santander, each in the sum of \$686.76 with an interest rate of 2.90%. (See Ex. “A”).

4. As of the date of the commencement of these proceedings, Debtor's account with Santander was in default in the amount of \$714.20.

5. Debtor has not provided Santander or its counsel with proof of a valid full coverage insurance policy for the Vehicle identifying Santander as the lienholder/loss payee to protect Santander's interest in the Vehicle from loss or destruction.

6. Santander filed a secured claim in the sum of \$28,950.00.

7. Notwithstanding the foregoing, Debtor's Plan fails to provide for Santander's secured claim in any manner.

8. In order to comply with 11 U.S.C. §1325(a)(5)(B)(iii), Debtor is required to propose a Plan that provides equal, fixed monthly payments to Santander in a manner sufficient to satisfy its secured claim, *i.e.* \$587.00 per month, as calculated by a secured claim of \$28,950.00 with an interest rate of 8.00% amortized over 60 months. (See Ex. "B").

9. In the alternative, Debtor should be required to either make payments directly to Santander pursuant to the terms of the original Retail Installment Contract or to surrender the Vehicle to Santander.

10. For the reasons stated above, Debtor's Plan fails to comply with the applicable provisions of the Bankruptcy Code and must provide for and satisfy the objections specified herein to be feasible and provide Santander adequate protection.

**WHEREFORE**, Santander Consumer USA Inc., d/b/a Chrysler Capital respectfully requests that this Court enter an Order, as denying Debtor's request for confirmation of the Plan; and, for such other, further, and different relief as this Court deems just and proper.

Respectfully submitted,

SANTANDER CONSUMER USA INC., D/B/A  
CHRYSLER CAPITAL,  
Creditor,

By: /s/ Cari A. Kauffman  
One of its attorneys

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